

(h) The Trustees shall have no duty to confirm or verify any schedules setting forth the interest and principal payments to be made on any Note or any financial or other statements, reports or certificates furnished pursuant to any provision hereof; and they shall be under no other duty in respect of the same, except to retain the same in their files, and permit the inspection thereof at reasonable times by the holder of any Note then outstanding.

(i) The Trustees shall not be concerned with or accountable to any person for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Indenture or of any property or securities or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

(j) In accepting the mortgage, grant, conveyance, pledge and assignment to them of the Trust Estate, the Trustees are acting solely as trustees hereunder and not in their individual capacities. All persons, other than the Company and the holders of the Notes, having any claim against the Trustees, arising by reason of such mortgage, grant, conveyance, pledge and assignment, shall look only to the Trust Estate for the payment or satisfaction thereof.

(k) The Trustees shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements contained herein or in any other instruments mortgaged, granted, warranted, conveyed, assigned or pledged to or with the Trustees hereunder, which are to be performed or observed by the Company or any party to any such other instruments. The Trustees shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default (except (i) default in the payment of moneys to the

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Trustees on or before a specified date or within a specified time after receipt by the Trustees or either of them of a notice or certificate which was in fact received by them and (ii) default in the delivery of any certificate, opinion or other document expressly required to be delivered to the Trustees or either of them by any provision of this Indenture), unless the Trustees shall receive from the Company or the holder of a Note then outstanding written notice stating that a default or an Event of Default has occurred and specifying the same. In the absence